

**FIRST  
NATIONAL  
BANK/CONROE**

Reggie Simmons  
Vice President

9-1421095  
Date **MAY 22 1979**  
No. **302**

10383  
RECORDATION NO. .... Filed 1425 Washington, D.C.

**MAY 22 1979 - 2 30 PM**  
INTERSTATE COMMERCE COMMISSION

May 16, 1979

Secretary of Interstate Commerce Commission  
12th & Constitution Ave. NW  
Room 1227  
Washington, D. C. 20423

Dear Sir:

Please find enclosed three original counterparts of a Security Agreement between Mary M. Denman and First National Bank in Conroe and a check in the amount of \$50.00 for payment of recordation fee. We ask that you record this document pursuant to § 1116 of Title 49 of the Code of Federal Regulations. Please note that the principal debtor and mortgagor is Mary M. Denman, the mortgagee is First National Bank in Conroe and the collateral pledged consists of one (1) 34,000 gallon general purpose tank car, DOT 105A300W, Registration # LAMX 46.

Please return an original counterpart to me in care of First National Bank in Conroe, P. O. Box 359, Conroe, Texas, 77301. If you need additional information with regard to these documents or this transaction, please contact me. Thank you kindly for your attention to this matter.

Sincerely,

R. A. Simmons  
Vice President

RAS/ajl  
Enclosures

RECEIVED  
MAY 22 2 20 PM '79  
I.C.C.  
FEE OPERATION BR.

Interstate Commerce Commission  
Washington, D.C. 20423

5/22/79

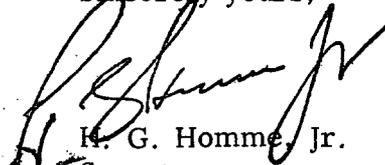
OFFICE OF THE SECRETARY

R.A. Simmons, Vice Pres.  
First National Bank in Conroe  
P.O. Box 359  
Conroe, Texas 77301

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/22/79 at 2:30pm, and assigned recordation number(s). 10383

Sincerely yours,



H. G. Homme, Jr.  
Secretary

Enclosure(s)

SE-30  
(3/79)

FIRST NATIONAL BANK IN CONROE  
CONROE, TEXAS  
SECURITY AGREEMENT-EQUIPMENT AND CONSUMER GOODS

10383

RECORDATION NO. .... Filed 1425

MAY 22 1979 - 2 30 PM

MARY M. DENMAN  
(Name)

INTERSTATE COMMERCE COMMISSION  
77356

12423 Browning Drive  
(No. and Street)

Montgomery  
(City)

Montgomery  
(County)

Texas  
(State)

77356  
(Zip Code)

hereinafter called "Debtor", and First National Bank in Conroe, Conroe, Montgomery County, Texas, hereinafter called "Secured Party", agree as follows:

Section I. Creation of Security Interest.

Debtor hereby grants to Secured Party a security interest in the Collateral described in Section II of this Security Agreement to secure performance and payment of all obligations and indebtedness of Debtor to Secured Party of whatever kind and whenever or however created or incurred.

Section II. Collateral.

The Collateral of this Security Agreement is tank car

of the following description:

One (1) 34,000 gallon capacity tank car DOT105A300W, non coiled and insulated 100 ton roller bearing trucks, registration # LAMX 46 and all additions and accessions thereto, rentals and profits therefrom, all accounts, chattel paper and general intangibles with respect thereto and proceeds thereto, including without limitation all right, title and interest of Debtor in and to that certain agreement between Debtor and Lamco, Inc., dated April 26, 1979 and all right to receive and collect all rentals, liquidated damages, proceeds of sale, all per diem mileage or payments now or hereafter to become payable under such lease or with respect to such equipment. The inclusion of proceeds in this Security Agreement does not authorize Debtor to sell, dispose of or otherwise use the equipment in any manner not specifically authorized by this agreement.

now owned or hereafter acquired by Debtor, and all additions and accessions thereto, and proceeds thereof. The inclusion of proceeds in this Security Agreement does not authorize Debtor to sell, dispose of or otherwise use the Collateral in any manner not specifically authorized by this agreement.

Section III. Payment Obligations of Debtor.

(1) Debtor shall pay to Secured Party any sum or sums due or which may become due pursuant to any promissory note or notes now or hereafter executed by Debtor to evidence Debtor's indebtedness to Secured Party, in accordance with the terms of such promissory note or notes and the terms of this Security Agreement.

(2) Debtor shall pay to Secured Party on demand all expenses and expenditures, including reasonable attorneys' fees and other legal expenses incurred or paid by Secured Party in exercising or protecting its interests, rights and remedies under this Security Agreement, plus interest thereon at the rate of ten percent (10%) per annum.

(3) Debtor shall pay immediately, without notice, the entire unpaid indebtedness of Debtor to Secured Party, whether created or incurred pursuant to this Security Agreement or otherwise, upon Debtor's default under Section V of this Security Agreement.

Section IV. Debtor's Representations, Warranties and Agreements.

Debtor represents, warrants and agrees that:

(1) All information supplied and statements made by Debtor in any financial, credit or accounting statement or application for credit prior to, contemporaneously with or subsequent to the execution of this Security Agreement are and shall be true, correct, complete, valid and genuine.

(2) No Financing Statement covering the Collateral or its proceeds is on file in any public office; except for the security interest granted in this Security Agreement, there is no lien, security interest or encumbrance in or on the Collateral; and Debtor is the owner of the Collateral.

(3) Debtor's residence is the address shown at the beginning of this agreement, and Debtor will immediately notify Secured Party in writing of any change of Debtor's place of residence.

(4) If the Collateral is bought or used primarily for business use and is of a type normally used in more than one State (such as automotive equipment, rolling stock, airplanes, road building equipment, commercial harvesting equipment, construction machinery and the like), the chief place of business of Debtor is the address shown at the beginning of this agreement. Debtor will immediately notify Secured Party in writing of any change in Debtor's chief place of business. If certificates of title are issued or outstanding with respect to any of the Collateral, Debtor will cause the interest of Secured Party to be properly noted thereon.

(5) If the Collateral is to be wholly or partly affixed to real estate or other goods, a description of the real estate or other goods is as follows:

and the name of the record owner of such real estate or other goods is \_\_\_\_\_

If the Collateral is wholly or partly affixed to real estate or installed in or affixed on other goods, Debtor will, on demand of Secured Party furnish the latter with a disclaimer or disclaimers, signed by all persons having an interest in the real estate or other goods, of any interest in the Collateral which is prior to Secured Party's interest. Unless the blank spaces in this paragraph are filled in when this Security Agreement is executed, the Collateral will not be affixed to any real estate or other goods so as to become fixtures on such real estate or accessions to other goods.

(6) The Collateral will be used primarily for:

(a) ~~Personal, family, or household purposes.~~

(b) ~~Farming operations.~~

(c) Business use, unless Secured Party consents in writing to another use.

(d) And, in addition, is being acquired with the proceeds of the note of Debtor to Secured Party which Secured Party may disburse directly to the Seller of the Collateral. (Strike any inapplicable statement)

Mary M. Denman  
Mary M. Denman

Debtor Signs Here

(7) The Collateral shall remain in Debtor's possession or control at all times at Debtor's risk of loss and

be kept at See above—tank car

(No. and Street)

(City)

(County)

(State)

where Secured Party may inspect it at any time. Except for its temporary removal in connection with its ordinary use, Debtor shall not remove the Collateral from the above address without obtaining prior written consent from Secured Party.

(8) The Collateral will not be misused or abused, wasted or allowed to deteriorate, except for the ordinary wear and tear of its intended primary use, and will not be used in violation of any statute or ordinance.

(9) Debtor will have and maintain insurance at all times with respect to all Collateral against risks of fire, theft and such other risks as Secured Party may require, including standard extended coverage, and in the case of motor

